

**STATE OF VERMONT
BOARD OF MEDICAL PRACTICE**

JUN 21 2005

In Re:

Karen A. Endacott

Respondent

MPS 92-0605

VOLUNTARY CESSATION OF PRACTICE AGREEMENT

Now comes Karen A. Endacott, M.D. (hereinafter "Respondent") and the State of Vermont, by and through Attorney General William H. Sorrell, and stipulate to the following:

1. Respondent is currently licensed to practice medicine in the State of Vermont, holding license number 042-0009815, issued March 3, 1999. Respondent holds privileges at Central Vermont Hospital.
2. The Vermont Medical Practice Board (hereinafter "Board") has jurisdiction over this matter pursuant to 26 VSA §§ 1353, 1354 & 1398 and 3 VSA §§ 809 and 814 (c).

BACKGROUND

3. Respondent has determined that she shall temporarily cease any and all practice of medicine. Respondent has determined that she will take a complete leave of absence from her practice responsibilities and privileges and that she will enter into instant agreement with the Board so as to set forth in writing the terms for such voluntary cessation of practice by her and for her return to practice at a later date.

4. Respondent acknowledges she has been advised by counsel. Respondent agrees and understands that by executing this document she is waiving the necessity of proceedings, findings, and an order by the Board, pursuant to 3 VSA §814(c). Respondent voluntarily and knowingly agrees to the terms and conditions herein.
5. The parties fully contemplate that Respondent will be returning to the practice of medicine. The parties understand that by entering into this agreement Respondent is doing so at the recommendation of the State and to be compliant with the State's request.

TERMS AS TO CESSATION OF PRACTICE

6. Respondent agrees that as of the effective date of this order she shall cease any and all practice of medicine, including the prescribing of any substance, in the State of Vermont or elsewhere until such time as: (a) Respondent submits to an Board-approved evaluation and, if required by the evaluation, submit to treatment in a Board-approved program; (b) if treatment is required: (i) the Board, in its sole discretion, determines Respondent's needs have been addressed and it is safe for her to return to return to the practice of medicine; and, (ii) Respondent and the Board reach an understanding as to the allowed scope of her practice activities and the need, if any, for continuing treatment, and the continued monitoring of both by the Board.

7. Should Respondent require treatment, Respondent agrees she shall in good faith pursue all treatment recommendations or treatment plans as may be directed to her. Respondent shall execute any and all waivers that may be required for the Board to review such documents or plans, as well as any assessments, evaluations, or reports regarding her compliance therewith. Such waivers shall expressly provide for oral or written communication by the Board or its agents with any and all practitioners or programs caring for, treating, or evaluating Respondent.
8. Should Respondent's treatment involve more than one treatment provider, she agrees that each treatment provider may communicate freely with any other person providing treatment and care to the Respondent. Respondent understands and agrees that the Board may: (a) communicate freely and without limitation with each treatment provider; and, (b) obtain and review Respondent's evaluative and treatment records in their entirety upon request. Respondent agrees that she shall execute such waivers or releases as may be required to permit the Board or its agents to receive such information, whether orally or in writing.
9. Respondent agrees that the Board may communicate at any time with any physician and/or practitioner involved in Respondent's treatment and agrees that the Board may require, in its sole discretion, such additional care or evaluation as may be deemed necessary to monitor, assess or support Respondent. Respondent shall bear all costs. Respondent agrees

that she shall execute all waivers or releases as may be required to permit the Board, its staff, or agents to receive any such information, either orally or in writing.

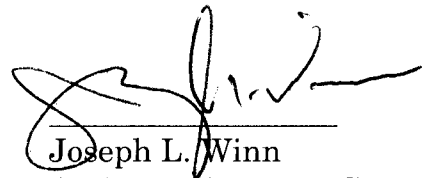
10. The Board agrees that information received by the Board pursuant to Paragraphs 7, 8, and 9 is confidential and shall not be shared with third parties who are not involved in Respondent's treatment and who are not involved in determining whether Respondent can resume medical practice. This paragraph does not apply to:
 - a. Action taken by the State to enforce this stipulation or any future stipulations between Respondent and the Board; and,
 - b. Any future disciplinary matter the State may institute against Respondent.
11. Respondent shall full comply with all terms of this Voluntary Cessation of Practice Agreement. Respondent understands and agrees that her compliance with the terms and conditions herein may be considered in any subsequent proceeding before the Board.
12. Respondent agrees she has read and carefully considered all terms and conditions herein and agrees to accept and be bound by these until such time in the future as she may be expressly relieved of these terms and conditions or they are modified, in writing, by the Board. The Board, in its sole discretion, may consider and approve a petition from Respondent at a later date for modification or relief from these conditions, should the

Respondent's condition or recovery so warrant. Respondent expressly agrees that she shall promptly sign any and all consents and/or waivers of confidentiality that may be required so as to permit full and complete disclosure so as to permit the Board to monitor Respondent's ability to practice medicine safely and consider her return to the practice of medicine.

13. The parties agree that this Voluntary Cessation of Practice Agreement shall be a public document, shall be made part of the Respondent's licensing file and may be reported to other licensing authorities including, but not limited to, the National Practitioner Data Base and the Federation of State Medical Boards.
14. This Cessation of Practice Agreement is subject to review and acceptance by the Vermont Board of Medical Practice and shall not become effective until presented to and approved by the Board. If the Board rejects any part of this agreement, the entire agreement shall be considered void. The parties agree and request that the Board enter an order adopting the terms and conditions set forth herein. Respondent agrees that the Board shall retain jurisdiction to enforce as necessary the terms and conditions herein, pursuant to 26 VSA §1354 (25), or other statutory authority.

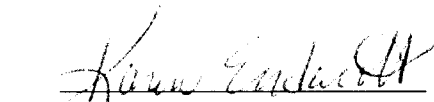
Dated at Montpelier, Vermont this 21st day of June, 2005.

**WILLIAM SORRELL
ATTORNEY GENERAL
STATE OF VERMONT
BY**



Joseph L. Winn
Assistant Attorney General

Dated at 0800, Vermont this 20 day of June, 2005.



Karen A. Endacott, M.D.
Respondent

FOREGOING, AS TO KAREN A. ENDACOTT, M.D.,
APPROVED AND ORDERED, VERMONT BOARD
OF MEDICAL PRACTICE:

Will H. Hume MD
Elizabeth J. Hume MD
David W. Davis MD
Debbie A. King MD
Katherine M. Bering (par)

DATED: 6/22/05

ENTERED & EFFECTIVE: June 23, 2005